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ABSTRACT

Observing that effective employment contracts communicate the school board's expectations to individual administrators and enhance working relationships, this guide informs boards developing contracts for members of management teams of available alternatives. The importance of clarifying the relationship between the administrator and the board, the necessity of defining legal terms used in the contract, and the benefits for both parties of a properly drafted contract are noted. An analysis of the elements of an administrator's contract is keyed to the sample contract that follows. Provisions discussed include the preamble, period of employment, salary, certification, applicability of law, renewal, termination, reduction in force, work year, fringe benefits, professional liability indemnification, evaluation, rights of participation in outside activities, residence requirements, and invalidity. The form of the contract, procedures for its approval, and review by legal counsel to ensure conformance with state laws and local practices are also covered. A sample contract amendment certification and a list of common fringe benefits are appended. (MJL)

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Administrative Team Contracts

EA 016 344

Administrative Team Contracts

Prepared for The AASA Committee for the Advancement of School Administration.

Published by the American Association of School Administrators, 1801 North Moore Street, Arlington, Virginia 22209

Administrative Team Development Series

Books in this series include:

Selecting the Administrative Team
The Board's Role in Selecting the Administrative Team
Classifying and Compensating the Administrative Team
Classifying and Compensating the Administrative Team (Full Report)
Administrative Team Contracts

Superintendent Career Development Series

Books in this series include:

Guidelines for the Preparation of School Administrators
Selecting a Superintendent
The Superintendent's Contract
Compensating the Superintendent (Summary Report)
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The Administrative Leadership Team
Evaluating the Superintendent
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Roles and Relationships . . . School Boards and Superintendents
Goal Setting and Self Evaluation of School Boards
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Foreword

Administrative Team Contracts

Well developed employment contracts for members of the administrative team are valuable in a number of ways. First, the school system and its board of education can feel secure in knowing that its basic expectations are communicated to individual administrators. Second, the individual administrator knows what he or she can expect from the school system and what will be expected. In short, a sound employment contract is a prime communications vehicle.

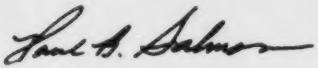
Noting the importance of a well conceived, well drawn contract, the AASA Committee for the Advancement of School Administration (CASA), commissioned the manuscript for this booklet. Included are the rationale for administrative team contracts and also a model contract containing provisions for consideration.

Of course, any contract should be drawn using the advice of legal counsel to assure that its provisions are consistent with state law, board policy and accepted practice.

Administrative Team Contracts is one of a series of career development publications for school administrators. These publications are a reflection of AASA's deep commitment to the school administration profession.

Because of the nature of this publication, the language is somewhat technical. However, it does provide the basic framework

for formulating workable contracts between a school board and members of the administrative team.



Paul B. Salmon, Ed.D.
Executive Director
American Association of
School Administrators

Introduction

Every administrator has an employment contract, whether expressed or implied. Some employment contracts are formal, precise, written and signed by both parties. Others are a collection of traditional practices and promises woven through a maze of school board policies and practices. The existence of some form of contractual employment relationship between the school district and the members of the administrative team is evidenced by the fact that the administrator is working and being compensated by the school district.

Given the reality that, in fact, every administrator has an employment contract of one sort or another, the real issue is: What is the best kind of employment contract that a school board and an administrative team member should have?

This AASA publication is designed to address the contractual concerns which have impacted strongly on both the educational and school board decision-making processes in recent years. **Administrators and boards are encouraged to use it as a source of ideas and alternatives in developing an employment contract between the school board and members of the management team.** Every element may not appear in the final contract. Local control and other local issues as well as state law will dominate considerations. But this publication does provide guidelines for districts as they seek to establish acceptable contracts for administrative team members.

DEFINING THE RELATIONSHIP

An administrative team member's contract should protect the interest of the public in maintaining a sound educational system and, at the same time, provide equity for the administrator. A clear understanding between the school board and members of the administrative team on the nature of their relationship establishes a firm basis for development of that relationship. It contributes significantly to communication between supervisors and subordinates. The administrative team members' employment agreement with the district can also lead to increased harmony as well as a sense of accountability. Fairness and clarity for the administrator can result in increased loyalty and collaboration within the administrative team. These factors are basic requirements of good personnel practice in any school district.

AASA believes that the employment contract, as presented in this publication, should be viewed as an individual (or personal) contract, not as a means toward group negotiations. It is not meant as a back-door way to gain tenure for administrators. Rather, the contract provides employment equity and fairness for members of the administrative team.

DEFINING TERMS

No matter how clearly and simply the contract is written, terms will need to be defined. Whenever the final contract uses terms like "moral terpitude," "due process" or other legally definable terms, the contract should spell out exactly what the terms mean. Often, local standards and state law come into play in these definitions. To prevent the feeling among boards that this contract is a one-way street, every administrator should agree at the onset to the obligation to fulfill the contract or be subject to possible reprimand. The administrator's contract provides a complete, concise and specific understanding of the employment relationship.

BENEFITS FOR ADMINISTRATOR AND BOARD

An employment contract for members of the administrative team may be a wholly new concept for some districts. Therefore, let's review how properly drafted contracts can benefit both school boards and administrators.

For the **school board** the contract offers an opportunity to:

- Communicate its expectations
- Assure reliability in the management of the district
- Guarantee responsibility for maintaining quality control over its policies and programs
- Demand acountability
- Establish a procedure for attaining defined standards of performance
- Provide for regular opportunities to review, evaluate and refine its policies and procedures
- Identify and eliminate areas of misunderstanding
- Establish or enhance an image of fairness for the district

For an **administrator**, the contract offers an opportunity to:

- Secure sufficient time to assume responsibility for the position
- Secure evaluative statements on a regular basis as a guide for performance
- Secure protection from arbitrary or capricious actions by the board and superintendent
- Be assured of personal compensation for a stipulated period of time
- Be assured of an orderly method for resolving differences with supervisors and subordinates
- Establish the nature and scope of the expectations of the board and superintendent
- Set forth expectations for the board
- Secure continuity of the position or orderly nonrenewal procedures.

WHEN DEVELOPING AN ACTUAL CONTRACT. . .

As mentioned earlier, this publication offers a listing of presently known areas that might be included in an employment contract. The final contract, however, should be as brief as possible and written in plain language. Each contract should be the result of careful deliberation and should be reviewed by an attorney or attorneys representing both the administration and board to be sure it meets state and local provisions. At the same time that consistency among a district's contracts is important, individual differences that exist within the administrative team and among states must be taken into account when a contract is drawn:

Differences exist:

- Between levels of authority in the administrative team
- In the scope of responsibility as well as the needs of central office and site level administrators
- From state to state in statute or other law
- In the application of statute within a state depending on the type of district
- In a district's latitude to develop an employee contract for members of the administrative team in given positions resulting from legal obligations to collective bargaining agreements. The

district should be careful to resolve any such conflicting contract provisions.

CONTRACT: A REFLECTION OF THE TEAM CONCEPT

The employment contract is a reflection of how the board feels about the importance of the management team. Administrators should recognize that the contract, along with district policies adopted by the school board, represents a declaration of many of the community expectations for the administration of the school system. AASA believes that the employment contract between a school board and an administrator is a legitimate leadership issue to be addressed on a national scale. The compilation of contractual provisions, when filtered through state law, customs and practices, and considered within the bounds of discretionary authority held by local school boards, should answer the needs of both school boards and administrators. The overall impact of a sound administrator's contract should be an enhanced working relationship among all the parties. Ultimately, those who will benefit most are those who learn in our public schools. Sound administrative team employment contracts strengthen local lay control and accountability for the public schools.

Chapter 1

Elements of an Administrator's Contract

Preamble

The preamble is the introductory section of the employment contract. It usually is characterized by a series of "whereas" clauses that explain the contract's purpose in general terms. It should include the reasons why an employment contract is beneficial to the public school program. It also meets the board's need for assurance that the administrator is qualified and capable, and it meets the administrator's need to be advised of the terms of her or his employment.

(1)* Employment

The first section of the contract sets forth the period of time that the employment contract will be in effect. The sample contract shows two forms: the first is for a job with a specific termination date and the second is open ended. The open ended form is appropriate for the many states and types of districts within states that have a system whereby certain administrators continue in service and may be terminated for cause only. A termination date would be inappropriate in those circumstances. In the first option, where a specific termination date is used, the employment contract should also include a provision for extension or renewal of the term of employment, if appropriate (see (5) Renewal).

**The numbers in parentheses refer to corresponding clauses in the sample contract found on pages 23 to 29.*

(2) Salary

The Administrator's annual salary should be specified in writing as well as in figures. The contract should indicate if the salary is to be firmly set at the time of hiring, is tied to an orderly salary schedule of the district for that position, or is to be graded over the term of the contract. These three options are included in the sample contract (Chapter 2). In both the first and third options, the number of equal installments or pay periods to be used should be clearly stated. Option two would use the payment schedule of the district for salary schedule employees.

If the first option, clearly stating a salary for the position, is used, the board should be given the right to adjust the administrator's compensation upward. That adjustment may or may not be in connection with contract renewal (see (5) Renewal), and should in either case be in the form of an amendment to the contract (see Appendix A). As a protection for the administrator, this salary adjustment may not be for less than the stipulated salary and is therefore *not* a tool for censure or demotion, but only for salary increases usually tied to exceptional performance.

(3) Certification

Some positions require a state-issued professional certificate. Other positions, often called "classified" positions, do not necessarily require official certification, but may require considerable education and experience. The proper credentials necessary for the position should be known by all parties concerned and the contract should include a section that identifies the Administrator as having the valid and properly registered credentials to perform the duties assigned.

(4) Applicability of Law

A section should be included stating that the contract is subject to all applicable laws, rules, and regulations of the state. Care should also be taken to avoid contradiction or violation of any applicable laws. This concern is one of the main reasons why legal counsel should be involved in the actual drafting of the employment contract.

(5) Renewal

The employment contract should also include a provision for extensions of the term. Both the original term and renewal terms

should be consistent with state law. Extensions must be made by written certification or amendment separate and apart from the original contract. This practice allows the school board to take action on renewal matters without renegotiating every other element of the employment contract, (see Appendix A for a "Sample Contract Amendment Certification").

The options noted in the sample contract (pages 23 to 29) provide for site level variations in renewal practice since these provisions may vary among positions. For example, Principals are often hired for an indefinite period, whereas some Assistant Superintendents may serve for a designated period of time. In the case of a designated renewal date (option 1), the School Board should provide written notice to the Administrator 6 - 12 months in advance of termination that the School Board does not intend to renew the contract. Under this approach, failure to give notice by the agreed upon date should result in the automatic renewal of the contract for the stipulated renewal period (one, two, three, or four years as stated in the contract). Except when nonrenewal results from reduction in force, the right to a due process hearing should also be included. Actual requirements and applications may vary depending on state law and local school district policy.

The 6-12 month advance notice required in the contract is intended to protect the administrator and to enable her or him to look for a new position. It should be understood that any action taken on renewal or nonrenewal of the administrator's contract should result from careful deliberation and decision making between the School Board and the administrator, and not because of default.

(6) Termination

The conditions under which the contract may be terminated should be included to protect the school board as well as the administrator. The two kinds of termination stipulated under the law are those with or without cause. The sample contract offers alternative wordings of the "with cause" stipulations. These sections may be inserted or deleted in their entirety depending upon individual needs at the site level. The parenthetical general list of just causes may be modified to include other reasons appropriate to local conditions. Sections 6b, c, and d should be included as shown. Whether to include the "with cause" stipulation is a matter for careful deliberation.

A due process clause is particularly important to assure proper handling if an administrator disputes a termination.

This due process right should consist of at least:

- Written notice of the reasons the contract is bei g terminated.
- The right to appear before the school board in closed executive session or public hearing, at the option of the administrator.
- The right to be represented at the hearing by an individual of the administrator's choice.
- A right to a written decision describing the results of the hearing.

A provision also should be included indicating that neither the school board nor the administrator waives any right either party might have affecting the contract under state or federal law. Administrators and other school personnel deserve the privilege of having time to remedy problems. Therefore, if problems exist, the administrator should receive notice of those problems and the resources and support should be provided to them.

(7) Reduction in Force

A provision for dealing wi.h reduction in force should also be included in a contract. If seniority criteria exist in a district and are met, and if the law permits, administrators may be reassigned to other positions for which they are qualified. However, an administrator should be selected to remain as an administrator based on the person's record of performance. Some suggest that any reference to RIF in the contract take into account provisions in the teachers' contract.

(8) Work Year

A statement of the administrator's work year should be included somewhere in the contract. This may be included by using specific dates, or by giving the school board power to determine the work year. In either case the administrator should be aware of the work year when contracting with the school board.

(9) Fringe Benefits

The sample contract (pages 27 to 28) lists benefits normally received by all school district administrators as well as more specialized benefits which would most likely be appropriate for some but perhaps not all members of the administrative team. Stipulating benefits can be handled either generally or specifically. Even if the board already has a general policy covering leaves of

absence, vacations, medical and life insurance benefits, a paragraph specifying the benefits that specifically apply to administrators should be included.

However, in the case in which there is no general policy, the board may elect to define in the contract the specific scope of the fringe benefits for a given individual administrator. The sample contract in Chapter 2 gives examples of both options.

(9,A-F)

No doubt the level of responsibility of the administrator or the demands of the particular job will dictate which of the optional fringe benefits should be applied. Many of these benefits extend beyond the term of employment. In some cases the benefits compensate for unaccumulated service as teachers which may make the administrator ineligible for teacher retirement benefits. These benefits include medical and disability insurance programs for which the board pays during service and continues to support at board expense after the administrator's retirement.

(9,G)

Benefits such as mileage allowances, automobiles provided at the expense of the district, and expense accounts may be considered a normal part of the expense associated with doing the job. This provision is needed for members of the administrative team whose responsibilities include doing business for the board away from the office or between cities.

(9,H)

A section enabling the board to contribute to a tax sheltered annuity may be included. Such a clause can have the advantage of providing a tax shelter for the administrator at no additional cost to the board.

The tax sheltered annuity is a special type of plan available to employees of educational institutions and some other non-profit organizations. Within certain limits, the employer may contribute to the annuity fund. The advantage for the employee is that taxes can be deferred on those contributions until a later date. The advantage for the employer is that tax sheltered annuities provide an opportunity for the employer to offer an additional financial incentive to the administrator.

All tax sheltered annuity agreements should be checked in advance with an appropriate attorney or tax consultant.

(9,I)

A specific provision for payment of national and state association dues benefits both the district and the administrator. Dues payment makes available numerous professional services and makes possible contacts and exchanges of information with other administrators on both a state and national basis. In some states the payment of professional association dues by the district is not permitted and applicable state law should be checked before specifically including this clause in the contract. A school system should protect the investment it has in its administrative team by making funds and time available for participation in professional development activities. Professional development is a key to improved performance.

Any provision for payment by the district of professional association dues should specifically name the associations and the school board should be advised of the budgetary impact of these dues. The American Association of School Administrators does not believe employers should pay the dues of employees if those dues support an organization that is officially involved in collective bargaining with the employer.

(9,J)

Providing for a complete medical examination once every year or two at the expense of the board may be advisable. If this option is included, the board may also wish to stipulate in the contract the method for selecting the medical examiner, i.e., the administrator's choice, the district's choice, or by mutual agreement. Some state laws require that the medical exam be conducted by a physician licensed to practice medicine in all its branches. Providing the board with a finding of continued physical fitness is suggested in lieu of providing the entire medical report.

(9,K)

Finally, provision for sabbatical or study leave may be written into the contract. A study leave of 30-60 days (periodically, e.g. every three to five years) to visit operations in other school districts can be very beneficial to the home district.

(10) Professional Liability

Indemnification of the administrator against claims arising from performance of duty should be covered through a specific clause in the contract and/or board of education policy. The

correct way of addressing this issue is dependent upon state law. This clause is more important today in light of the increasing number of court actions against administrators who attempt to implement school board policy and are faced with the high cost of liability coverage. Obviously, this indemnification does not cover actions that are either illegal or in violation of Board policy.

(11) Evaluation #

Evaluation procedures and focus are likely to vary according to the job. To be fair, the evaluation of similar administrative "levels" should be uniform, e.g. elementary, junior high, and senior high principals might all be evaluated in the same manner. However, the overall variety of "levels" within the administrative team may require the use of more than one evaluation instrument system. For this reason, the general contract should only stipulate the frequency of evaluation and the procedure to be followed. It is advisable, however, to discuss the performance criteria for evaluation with the administrator prior to the time of the evaluation. The administrator is protected by the stipulation that no termination may be based on performance failures not first disclosed and discussed in a formal evaluation.

In general, it is desirable for districts to have a *system of evaluation* for positions occupied by members of the administrative team. The system should reflect board policy and probably include provisions for its updating and revision as experience and changing conditions dictate. Placing details of this nature in a contract would require renegotiation of all management contracts as improvements and changes in the evaluation system are made. Therefore, including the details, criteria, and procedures of evaluation in the contract is unwise.

The actual rating system should always be in writing.

The evaluation process should deal primarily with performance criteria agreed upon prior to evaluation and disclosed to both parties. When this approach is followed, the evaluation may be used by the administrator to further define role expectations as seen by the school board or superintendent. The evaluation process then becomes a dialogue leading to an examination of the performance of both parties to the contractual agreement.

#For a more detailed explanation of the evaluation process see Compensating the Administrative Team (Full Report).

Finally, all recommendations originating from an evaluation should be discussed openly with the administrator involved, whether of a positive or negative nature. Especially in the case of a negative evaluation, additional time should be allowed for the administrator's response. Thoughtful response to any evaluation cannot be expected to occur immediately after the evaluation data are received.

(12) Rights

A section should be included specifying the extent to which the administrator is free to participate in outside activities. Generally a brief statement is sufficient, designating that activities such as lecturing or consulting which do not conflict with or interfere with the performance of the administrator, are permitted with the approval of the board or its designee.

(13) Residence

Residency requirements should also be specified, if they exist.

(14) Invalidity

A savings clause is desirable to assure that any challenge to the legality of a particular provision of the contract will not invalidate the entire contract. It also provides a method of dealing with a situation in which a provision of the contract is declared illegal. At the same time, the parties should realize that a savings clause binds both the school board and the administrator to the employment relationship even if a deleted provision significantly modifies the contract.

The Form of the Contract

The contract should be typed on regular paper in a clear and reasonable type style. The term "Board of Education" used in the Appendix may be changed to "Governing Board," "Board of Trustees," "School Committee," "School Board," etc. to conform to local custom and practice.

Approval

The employment contract should be approved in a public meeting of the school board and made a part of the public record of that meeting. Contracts should be signed by the individual empowered to sign contracts in accordance with state law. Additional

signatures, other than those required by law should be avoided since this practice does not increase the validity and is generally cumbersome.

Final Note

A set of employment contractual provisions and amendment forms is included as an Appendix. State law and local customs and practices should be applied in considering these forms and all should be reviewed by an attorney. The result of this effort could be a "model" employment contract which will "fit" into a general "compensation plan" for the district as a whole and ultimately benefit the public school program in the local community.

Chapter 2

*Sample Contract**

(A Compilation of Provisions for a)
SAMPLE EMPLOYMENT CONTRACT

AGREEMENT

This Agreement is entered into this _____ day of _____, 19_____, between the Board of Education of _____, _____, hereinafter "Board", and _____, hereinafter "Administrator."

Whereas, the **Board** desires to secure qualified and capable persons to serve as members of its administrative team; and

Whereas, the **Board** has determined that the **Administrator** herein named is a capable and qualified educator who will be a suitable member of the **Board**'s administrative team; and

Whereas, the **Board** has found that its administrative team functions most effectively when individual members of the team enter into agreements with the **Board** concerning terms and conditions of employment.

Now, Therefore, in consideration of the provisions and mutual promises contained herein, the **Board** and the **Administrator** agree to the following:

For more discussion of numbered sections in the sample contract, refer to numbers in parentheses in Chapter 1.

EMPLOYMENT

1. The **Board agrees to employ the **Administrator** and the **Administrator** agrees to accept employment in the position of _____ for a term commencing the _____ day of _____, 19_____, and extending through the _____ day of _____, 19_____.

1. The **Board agrees to employ the **Administrator** and the **Administrator** agrees to accept employment in the position of _____ commencing the _____ day of _____, 19_____.

SALARY

2. The Administrator shall receive a salary during the first year of this Agreement of _____ *(spell out)* _____ *(use figures)* per annum, payable in no fewer than _____ equal installments and subject to such deductions as may be authorized or as may be required by Law. The **Board hereby retains the right to adjust the annual salary of the **Administrator** during the term of this Agreement, but in no event shall such adjustment be less than the salary set forth herein. Any adjustment in salary made during the life of this Agreement shall be in the form of an amendment and shall become a part of this Agreement.

2. The **Administrator shall be paid in accordance with the salary schedule of the **District** for the position of _____ _____ for the term of this Agreement.

2. The **Administrator shall receive as annual salary during the first year of this Agreement the sum of $_____ *(spell out)* _____ *(use figures)*, the sum of $_____ *(spell out)* _____ *(use figures)* during the second year of this Agreement, the sum of $_____ *(spell out)* _____ *(use figures)* during the third year of this Agreement and the sum of $_____ *(spell out)* _____ *(use figures)* during the fourth year of this Agreement, all payable in no fewer than _____ equal installments annually and subject to such deductions as may be authorized or as may be required by Law.

CERTIFICATION

3. The **Administrator** represents that he (she) holds a valid certificate, properly registered and issued by the State of _____, sufficient to lawfully permit the **Adminis-**

trator to perform such duties as may be assigned under this Agreement.

APPLICABILITY OF LAW

4. This Agreement is subject to all applicable laws, rules and regulations of the State of _____.

RENEWAL

5. This Agreeement shall be deemed renewed for an additional term of (one), (two), (three), (four) years unless a notice of non-renewal is received by the **Administrator at least one year (six months) before the expiration date.

**5. This Agreement shall continue in full force and effect until terminated for cause as herein provided.

**5. This Agreement shall continue in full force and effect throughout its term and subsequent renewal thereof until terminated for just cause as herein provided.

TERMINATION

6a. This Agreement may be terminated for just cause (*which is for gross insubordination, incompetence or moral turpitude detrimental to the operation of the school system*). Termination for cause may take place only following a hearing before the Board of Education. The hearing may be in executive or private session upon request of the **Administrator. Should insufficient cause be found to terminate the **Administrator**, the **Administrator** shall be entitled to reinstatement in her or his position under this contract, or, if expired, under a renewal thereof, with no loss of pay. The **Administrator** shall be given written notice of the time and place of the hearing together with a statement of the charges against him or her not less than thirty (30) days prior to the hearing. The **Administrator** may request a bill of particulars upon such charges which shall be provided not less than fifteen (15) days prior to the hearing. The **Administrator** shall have the right to be represented by counsel, to hear and refute all testimony against him or her, to bring witnesses to testify in her or his behalf and to cross-examine any witnesses against her or him. Such hearing shall be in addition to any rights on termination for cause granted under state law.

**6a. This agreement may be terminated for just cause *(which is for gross insubordination, incompetence or moral turpitude detrimental to the operation of the school system).* Termination

hereunder may take place only following a hearing before an independent arbitrator selected in accordance with the voluntary arbitration rules of the American Arbitration Association. The decision of the Arbitrator shall be final and binding on all parties hereto. Should insufficient cause to terminate the **Administrator** be found, the **Administrator** shall be entitled to reinstatement in her or his position under this contract, or if expired under a renewal thereof, with no loss of pay. The **Administrator** shall be given written notice of the time and place of the hearing together with a statement of the charges against him or her not less than thirty (30) days prior to the hearing. The **Administrator** may request a bill of particulars upon such charges which shall be provided not less than fifteen (15) days prior to the hearing. The **Administrator** shall have the right to be represented by counsel, to hear and refute all testimony against her or him, to bring witnesses to testify in her or his behalf and to cross-examine any witnesses against him or her. This hearing shall be in addition to any rights on termination for cause granted under state law.

6a. This Agreement may be terminated for just cause. Termination for just cause may only take place following a hearing before the Board. The hearing shall be in private if requested by the **Administrator.

6b. This Agreement may be terminated without cause by mutual consent of the **Administrator** and the **Board**.

6c. Retirement

6d. Death

REDUCTION IN FORCE

7. In the event of any reduction of administrative personnel, the **Administrator, if appropriate, shall have the opportunity to be reassigned to a suitable position if it does not violate state law and the district's policies or existing contracts. However, administrative assignments will be decided on the needs of the district and the individual's record of performance.

WORK YEAR

8. The **Administrator's** work year shall be from the _____ day of _____ until the _____ day of _____, or such other time as may be determined by the Board.

FRINGE BENEFITS

9. The **Board shall extend to the **Administrator**, at a minimum, such compensable and non-compensable leaves of absence, vacation periods and insurance benefits as shall be the substantial equivalent of those granted by the **Board** to other certified personnel of the **District** pursuant to agreement or **Board** policy.

9. In addition to the salary as herein provided, the **Administrator shall be entitled to the following:

A. The **Administrator** shall be required to render _____ months of full and regular service, except that she/he shall be entitled to _____ working days, excluding school holidays, annual vacation with full pay. In the event of termination of employment for whatever reason the **Administrator** shall be entitled to full compensation for any vacation days unused on the date of termination.

B. The **Administrator** is entitled to _____ days sick leave with full pay annually. Sick leave shall be interpreted to mean personal illness, quarantine at home, or *(serious)* illness or death in the immediate family or household. The **Administrator** may accumulate such days as are not used to a maximum of _____ days.

C. The **Administrator shall receive full benefit of the hospitalization and major medical insurance program of the **District** with all premiums thereof being paid by the District.

C. The **Administrator shall receive full benefit of the hospitalization and major medical insurance program of the District with all premiums thereof being paid by the **District** for both the **Administrator** and his or her family.

D. Upon the **Administrator's** retirement, the **Administrator** or her or his spouse may continue as members of the **District's** hospitalization and major medical insurance plan at the expense of the (**Board, Administrator or spouse**), provided such plan is acceptable to the **Board's** insurance carrier.

E. The **Administrator** shall receive a program of life insurance with premium paid by the **Board** in an amount equal to _____ times the annual salary of the **Administrator**.

F. The **Administrator** shall receive a long-term disability policy in an amount equal to _____ percent (%) of the administrator's monthly salary.

G. The **Administrator shall be paid an annual mileage allowance of $_____ per year, in addition to salary, to compen-

sate the **Administrator** for the use of his or her personal automobile for the business of the **Board** while in the school district. The **Administrator** shall be paid a mileage allowance to be computed at the rate of _____ cents per mile for travel using his or her personal automobile for the business of the **Board** while outside the school district.

G. The **Administrator shall be given an automobile for his or her personal and business use which automobile shall be maintained and operated entirely at the expense of the District.

H. The **Board** shall pay the **Administrator's** required payments to the _____ State Teachers' Retirement System, which payments shall be made directly to the _____ State Teachers' Retirement System.

I. The **Administrator** shall have her or his fees and dues (or $_____ toward those dues) paid to the following professional or civic organizations: _____

_____

This provision may not include any organizations that advocate the withholding of services from students.

J. The **Administrator** shall receive a complete physical examination at least once each _____ year(s) at the expense of the Board.

K. The **Administrator** may receive such sabbatical or extended leaves as may be mutually agreed upon between the **Administrator** and the **Board** or as may otherwise be provided in **Board** policy.

PROFESSIONAL LIABILITY

10. The **Administrator** shall be indemnified and held harmless by the Board from any and all demands, claims, suits, actions and legal proceedings, demands, claims brought against the Administrator in her or his individual or official capacity as an agent and/or employee of the Board.

EVALUATION

11. The **Administrator** shall receive at least one written evaluation of his or her performance under this Agreement each year. No termination for just cause through this Agreement shall be based upon any grounds not first disclosed in an evaluation. The Admin-

istrator may receive an oral conference with the Superintendent to discuss the content of any evaluation.

RIGHT TO PARTICIPATE IN OUTSIDE ACTIVITIES

12. The **Administrator** may engage in such other activities, lecturing or consulting, in addition to his or her employment with the District, as do not interfere with his or her performance under this Agreement and are approved by the Board or its designee.

RESIDENCE

13. The Administrator shall be free to live within the boundaries of the District or any other District or municipality during the term of this Agreement.

INVALIDITY

14. Invalidity of any portion of this Agreement under the laws of the State of _____ or of the United States shall not affect the validity of the remainder of the Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 19_____.

_____ Administrator

Board of Education of School District _____ of _____ County, _____

ATTEST:

_____
Secretary, Board of Education

By: _____
President, Board of Education

* **Note:** This is only a sample contract. It is intended to be used only after careful deliberation and possible modification.

** In interpreting the document, consider the options that are included. These items are indicated by two asterisks and the particular clause to be chosen, if any, will depend on the individual circumstances involved.

Appendix A

Sample Contract Amendment Certification

SAMPLE
EMPLOYMENT CONTRACT SAMPLE AMENDMENT CERTIFICATION

This is to certify that the Employment Contract entered into by and between the Board of Education of _____, _____, on _____, 19_____, effective _____, 19_____, for a _____ year term, was amended by action of the Board of Education at its public meeting held on _____, 19_____, in that:

1. The annual salary rate of _____ is increased from _____ *(spell out old amount)* _____ *($ use figures)* **dollars** to _____ *(spell out new amount)* _____ *($ use figures)* **dollars**, payable in no fewer than _____ equal installments, commencing _____, 19_____, and continuing thereafter during the term of the Employment Contract, as extended herein, unless, in accordance with authority contained in the Employment Contract, the annual salary is later increased; and,
2. The term of the Employment Contract is extended for a _____ year period commencing _____, 19_____, and ending on _____, 19_____.

All other terms and conditions of the Employment Contract remain unchanged and continue in full force and effect.

Board of Education of School

Attest

District _____ of

_____ County, _____

_____
Secretary, Board of Education

By: _____
President, Board of Education

I, _____, do hereby consent to the above-described action taken by the **Governing Board** of _____ **School District** on my **Employment Contract** and agree to the amendment as set forth above.

_____
(administrator's title)

Approval of legality and form by **District's** Legal Counsel.

This Employment Contract Amendment Certification was approved by vote of the School Board at a public meeting duly held on _____ and has been made a part of the minutes for that meeting.

Appendix B

Fringe Benefits

Listed below are a number of fringe benefits commonly found in many administrators' contracts as well as some more often found in business and industry. They are presented for consideration in contract discussions between administrative personnel and school boards. A broad range of benefits is described because of the wide variety of positions found within the administrative team. Some benefits are discussed in the text that accompanies this sample contract while others are only presented here.

School boards must ensure that they possess the authority under state law to offer their administrative personnel any specific "fringe benefit" mentioned.

Administrative Perquisites	Automobile Provided
	Bonus Compensation
	Civic Memberships
	Deferred Compensation
	Dues and Subscriptions to Professional Organizations
	Individual Policy — Nongroup Life Insurance
	Individual Study Leave for Specified Time
	Liability Insurance
	Sabbaticals
Death Benefit Plans	Basic Group Life Insurance
	Business Travel Accident Insurance
	Group Accidental Death and Dismemberment
	Supplemental Group Life Insurance

Expense Arrangements	Business Travel Expenses Car Allowance Conferences and Conventions Educational Expenses (Tuition Reimbursement) Moving Expenses Professional/Trade Expenses
Income Replacement/ Maintenance	Accident and Sickness Insurance Long Term Disability Insurance Severance Pay Uninsured Short Term Disability Insurance
Medical Care	Basic Medical Insurance Comprehensive Medical Insurance Dental Insurance Major Medical Insurance Maternity Physical Examinations
Pension Plans	Deferred Retirement Benefits Disability Retirement Benefits Normal Retirement Benefits Tax-sheltered Annuity

Note: For a more in-depth look at alternative fringe benefits and their role as part of the "Total Compensation" package see:
Fringe Benefits for Administrators in Public Schools, 1977-78, Parts 1,2,3 of National Survey of Fringe Benefits in Public Schools, Education Research Service, Inc., Arlington, VA, 1979.

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